



# MEMORANDUM B/F

Agenda Item No. 7 (F)

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**TO:** Honorable Chairperson Morales  
and Members Budget and Finance  
Committee

**DATE:** December 11, 2003

**FROM:** George M. Burgess  
County Manager

**SUBJECT:** Report on Vehicle Rental  
Services Contract for  
MDPD and GSA

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**BACKGROUND:**

The current vehicle rental services contract has been marked by a disagreement between the vendor (Royal Rent-a-Car) and the County regarding operational restrictions and liability. The contract is for rental of passenger vehicles. MDPD and GSA are the primary user departments. The County's position is that the contract includes no specific operational restrictions, and strictly and unconditionally establishes a maximum liability to the County of \$500.00 for physical damage for any individual incident. Royal's position, on the other hand, has been that it is not liable under the contract for any damages associated with the use of a rental vehicle for chase/pursuit or other scenarios that Royal characterizes as "misuse".

During the course of a recent Public Safety Committee meeting, the Committee members instructed DPM to engage in negotiations with the current vendor to resolve the outstanding issues. The Committee members further requested that both the Public Safety and Budget and Finance Committees be provided notice of any subsequent replacement contract action.

Negotiations between Royal and County personnel took place on October 3, 2003. Royal, through its lawyer, subsequently produced the attached letter dated October 10, 2003. Our County Attorney's Office responded by way of a letter dated October 15, 2003, copy also attached. County staff offered to modify the current contract with Royal for the County to assume liability for damages caused by the County and/or a third party, subject to the statutory cap, resulting from chase/pursuit and other situations, in exchange for some level of price adjustment from Royal reflecting the contract change.

Royal did not accept this offer as portrayed in the October 10 letter of its attorney. Royal continues to contend that it is already free of liability under the current contract for damages resulting from chase/pursuit situations and that, therefore, no contract modification is necessary. This is not how County staff, nor the County Attorney's Office, read the contract. In rejecting the contract modification proposed by County staff, Royal seeks implicitly that the County's proposed assumption of liability for chase/pursuit situations be applied retroactively. The only movement on Royal's part has been its recognition of the statutory cap.

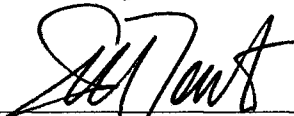
ACTION PLAN:

Given this background, County staff recommends that the current contract be replaced as soon as practicable. Such action is supported by the fact that the change in the County's liability position (which evolved during the course of examination of the Royal issue) should result in lower pricing for the required service. Staff has now prepared a new Invitation to Bid (ITB) that has been specifically structured, by incorporation of industry comments, to overcome the issues that led to previous "no-bid" results. It projects the County's new position that we will assume liability for damages, subject to the statutory cap, in the event they result from chase/pursuit. Since the new ITB provides (prospectively) the liability limitations that Royal appears to seek, it would be open for Royal to participate in the competition. The new ITB also incorporates terms and conditions that clearly define the intended use of the vehicles, as well as the respective financial responsibilities and liabilities of the vendor and the County. Based on the above, County staff feels there is good reason to anticipate that the new ITB will generate competition. Accordingly, DPM plans to:

1. Per the instructions of the Public Safety Committee, continue to extend the current contract with Royal under the same terms and conditions on a month- to- month basis. This provides the necessary continuity of service for the duration of the emergency ITB process discussed below. If we follow this course of action and a chase accident occurs we will have a dispute with Royal over which party is responsible for associated costs.
2. Issue a competitive emergency bid process using the new ITB. A complete copy of the ITB is attached. Use of the emergency procedure will expedite the action while still soliciting competitive bids. The emergency award will be for a one year term, and will be presented to the BCC for ratification. It is expected that DPM will issue the emergency ITB on or about December 16, 2003, open bids on or about January 7, 2004, and have the emergency contract fully operational (award and transition) by mid to late January. The current contract will be negotiated with Royal to extend on a month to month basis with a prorated dollar amount under the same terms and conditions. When the new contract is in full effect, the current contract with Royal will end.

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3. In the event the emergency ITB does not result in a satisfactory award, we would proceed to access the existing state contract for the period of time needed to implement another more permanent solution. The state contract is not a long-term option since it offers a limited number of vehicle types which limits the capability of MDPD to perform covert operations. Three long term strategies are already being considered (fleet purchase, fleet lease, or continuation of the current rental procedure.

  
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Susanne M. Torriente  
Assistant County Manager

Attachments

**COUNTY ATTORNEY  
METROPOLITAN DADE COUNTY, FLORIDA**



October 15, 2003

SUITE 2810  
STEPHEN P. CLARK CENTER  
111 N.W. 1st STREET  
MIAMI, FL 33128-1993  
(305) 375-5151  
FAX (305) 375-5611

Robin A. Lukacs, Esq.  
Lukacs & Lukacs, P.A.  
1825 Coral Way, Ste 102  
Miami, Florida 33145-2730

RE: Vendor: Royal Rent A Car  
Contract No: E5961-0/03 - Extension

Dear Mr. Lukacs:

Your letter of October 10, 2003 was forwarded to me for a response. As you are aware, the purpose of the meeting on Friday October 3, 2003 was to discuss possible changes to this contract during the period of the extension and the consideration for those changes. Unfortunately, we seem to be in disagreement as to the meaning and effect of the current language of the contract.

You and your client believe that there is no responsibility on Royal's part for any incident which occurs during a chase. You characterize any such use as a "misuse" under the terms of the current contract. We can not agree to this interpretation of the contract but were and are prepared to make the modifications we provided you to address this during this extension. We, of course, believe that these changes are entitled to some financial consideration. This is especially true in light of the favorable rates that Royal gives to other police agencies under similar circumstances.

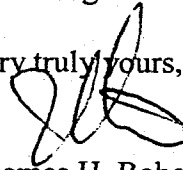
Your letter indicates that Royal does not desire the modifications to the existing contract during this extension and so will not offer any financial incentive for the modifications. Based upon your position, we will limit the extension of the existing

Robin A. Lukacs, Esquire  
October 15, 2003  
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Re: Vendor: royal Rent-A-Car  
Contract No: E5961-0/03 - Extension  
contract to 90 days from October 21, 2003 with all terms of the original contract  
remaining in effect for the 90 days.

We appreciate your cooperation in meeting with us to discuss this matter.

Very truly yours,



Thomas H. Robertson  
Assistant County Attorney

cc: Theodore Lucas  
Barnett Schartzman  
Honorable Members, Public Safety Committee

## LUKACS &amp; LUKACS, P.A.

ATTORNEYS AT LAW

1825 CORAL WAY • SUITE 102

MIAMI, FLORIDA 33145-2730

JOHN LUKACS (1925 - 2002)  
ROBIN ALAN LUKACS  
MARYANNE LUKACS  
PETER D. WALDMAN

MIAMI (305) 856-9600  
TELECOPIER (305) 856-9601

October 10, 2003

Via Facsimile Transmission only to: 305-372-6128

Barnett Schwartzman  
Procurement Supervisor  
Miami-Dade Department of Procurement Management  
111 NW First Street, Suite 1300  
Miami, Florida 33128-1989

RE: Vendor: Royal Rent A Car  
Contract No.: E5961-0/03

Dear Mr. Schwartzman:

In reference to Contract E5961-0/03, it was a pleasure meeting with you and other members of the County last Friday, to receive input from the County on the use of the rental vehicles under the Contract.

I was disappointed to learn at the meeting that the County considers its own misuse of the rental vehicles, in violation of the police department's standard operating procedures, to be the responsibility of the vendor, Royal.

On several occasions I have asked for a full copy of the standard operating procedure regarding the County's position that rental vehicles under the Contract shall not be used in a pursuit or chase.

While sitting in the gallery, I understood this issue to be the crux of the discussion before the Public Safety Committee on September 16, 2003.

As I recall, at the Public Safety Committee, Theodore Lucas, the County Attorney and the Police Department Representative all testified that the rental vehicles shall not be used in a pursuit or chase.

This is the same understanding that Royal had at the time of bid and Contract award.

When the County violates the rules and misuses the rental vehicle by engaging in a pursuit or chase, the County creates an additional burden and potential liability for all.

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LUKACS & LUKACS, P.A.

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When the County misuses a rental vehicle, the County is liable for any loss or damage caused to innocent third parties by such misuse.

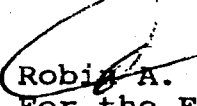
It is not fair for the Contract to take the position that the vendor is responsible and liable for the County's own misuse of the rental vehicle in violation of the rules/regulations/procedures on this issue.

Again, this is wrong, I believe bad faith, and also serves to scare away and alienate potential vendors from future business with the County.

I do not believe there is any need to change the Contract. As the Contract presently stands, the County is obtaining rental vehicles from Royal.

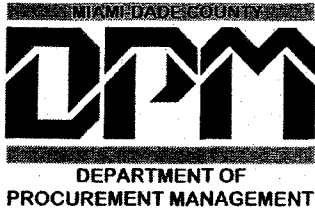
We respectfully request that the County acknowledge that it will be responsible under this Contract (up to 100/200 as capped by statute) for the County's misuse of the rental vehicles.

Sincerely,

  
Robin A. Lukacs  
For the Firm

RAL/os/1210187

c: Royal Rent A Car  
Theodore Lucas, Director Procurement Management  
Honorable Members, Public Safety Committee



**BID NO.: E5962-0/04**

**OPENING: 2:00 P.M.  
WEDNESDAY**

**MIAMI-DADE COUNTY, FLORIDA**

# **INVITATION TO BID**

**TITLE**

**VEHICLE RENTAL SERVICES, EMERGENCY BID**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

<b>BID DEPOSIT AND PERFORMANCE BOND:</b> .....	<b>N/A</b>
<b>CATALOGUE AND LISTS:</b> .....	<b>N/A</b>
<b>CERTIFICATE OF COMPETENCY:</b> .....	<b>N/A, BUT SEE PROVISION 2.24</b>
<b>EQUIPMENT LIST:</b> .....	<b>N/A</b>
<b>INDEMNIFICATION/INSURANCE:</b> .....	<b>REQUIRED, SEE PROVISION 2.11</b>
<b>PRE-BID CONFERENCE/WALK-THRU:</b> .....	<b>N/A</b>
<b>RACE-CONSCIOUSNESS MEASURE:</b> .....	<b>N/A</b>
<b>SAMPLES/INFORMATION SHEETS:</b> .....	<b>N/A</b>
<b>SECTION 3 - MDHA:</b> .....	<b>N/A</b>
<b>SITE VISIT/AFFIDAVIT:</b> .....	<b>N/A</b>
<b>USER ACCESS PROGRAM:</b> .....	<b>N/A</b>
<b>WRITTEN WARRANTY:</b> .....	<b>N/A</b>

**FOR INFORMATION CONTACT:**

**Barnett Schwartzman, Procurement Supervisor, 305-375-1620**

**IMPORTANT NOTICE TO BIDDERS:**

**PLEASE NOTE THE SPECIFIC LIABILITY EXCEPTION AND EVIDENCE OF INSURANCE  
REQUIREMENTS CONTAINED IN PROVISION 2.11**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION**

**FAILURE TO SIGN PAGE 20 OF SECTION 4.0, BID SUBMITTAL WILL  
RENDER YOUR BID NON-RESPONSIVE**





**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: E5962-0/04**

**Title: Vehicle Rental Services (Emergency Bid)**

**Procurement Agent: Barnett Schwartzman**

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this bid solicitation. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**

## SECTION 1 GENERAL TERMS AND CONDITION DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

**Enrolled Vendor – EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

Please visit our web site at <http://miamidade.gov> and click on "Business" for additional information on how to do business with Miami-Dade County, Department of Procurement Management. Should you prefer to speak with one of our representatives, please call our Vendor Information Center at 305-375-5773, or visit us at our downtown office on the ground floor of the Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida 33128.

Effective July 8, 2002 vendors will be able to enroll online so that the County can inform them, via e-mail, of upcoming Bid Solicitations issued by the Department of Procurement Management (DPM). Vendors who are already "registered" with the County will be automatically notified of upcoming Bid Solicitations and need not enroll. Registration is not necessary to receive Bid Announcements, or to submit Bid Submittals. "Registration" is required only at the time of contract award.

### 1.1 INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5773. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 175 N.W. 1<sup>st</sup> Avenue, 28<sup>th</sup> Floor, Miami, FL 33123-1844, or telephone at 305-349-5960. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

#### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration

Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within ten (10) working days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Information Center, located in the lobby of the Stephen P. Clarke Center at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-11.1 of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**C. Public Entity Crimes**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the first page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be

considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Proposal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.2 PREPARATION OF BIDS**

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid proposal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-**

**RESPONSIVE.**

- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

**1.3 CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

**1.4 AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

**1.5 CONTRACT EXTENSION**

- A. The County reserves the right to exercise its option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the successful Bidder(s) in writing of such extensions.
- B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the successful Bidder(s).

**1.6 WARRANTY**

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation.

All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

**1.7 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this Bid Solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described at Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document.

**1.8 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.9 LOCAL PREFERENCE**

"Local Preference may be accorded to bidders (proposers) responding to this solicitation who qualify as a local business in accordance with Section 2-8.5 of the Miami-Dade County Code and Resolution No. R-514-02."

**1.10 CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

**1.11 PROTEST PROVISION DELETED****1.12 RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.13 PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.14 SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.15 ASSIGNMENT**

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The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

#### 1.16 DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

#### 1.17 RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

#### 1.18 INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### 1.19 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid or proposal for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

#### 1.20 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### 1.21 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice.

Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### 1.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All procurement cost shall be borne by the successful Bidder.

#### 1.23 FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 1.24 ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

#### 1.25 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

#### 1.26 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

#### 1.27 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret,

proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

#### **1.28 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

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**SECTION 2.0 TERMS AND CONDITIONS****VEHICLE RENTAL SERVICES****2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR A COUNTY DEPARTMENT**

The purpose of this Invitation to Bid is to establish a contract, on an emergency basis, for rental vehicles in conjunction with the needs of Miami-Dade Police Department on an as-needed, when- needed basis. Use of the vehicles may include the performance of all activities within the course and scope of employment of Miami-Dade police officers and Miami-Dade Police Department employees (further detail provided in provision 2.11.3 of this Invitation to Bid). Vendors are advised that the Miami-Dade GSA department is also a using activity under this contract. The vehicle category quantities expressed in provision 2.16 include an allocation of vehicles to include both police and GSA department requirements. Vendors are advised that the predominant usage of Group I vehicles will be in support of GSA summer season requirements. Vendors are hereby advised that other county departments may access this contract in accordance with provision 2.21.

**2.2, 2.3 INTENTIONALLY OMITTED****2.4 TERM OF CONTRACT: 12 MONTHS**

This contract is subject to retroactive ratification by the Board of County Commissioners. Performance under the contract will commence on the date specified in the formal notice of award. The contract shall then remain in effect for twelve (12) months. Any extension to that timeframe will be governed by provision 1.5 of this solicitation and resultant contract.

**2.5 INTENTIONALLY OMITTED****2.6 METHOD OF AWARD**

1. **For Groups A thru H:** Groups A thru H will awarded as a single award grouping to two (2) responsive, responsible bidders who bid on all items within Groups A thru H, and whose bids result in the lowest evaluated pricing for Groups A thru H as a whole. The price evaluation will include weighting factors to account for the variation in usage of the vehicle groups. The evaluated price for Groups A thru H as a whole will be computed as follows:

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(Vendor Total Evaluated Price for Group A) x 0.1 = \$ \_\_\_\_\_  
(Vendor Total Evaluated Price for Group B) x 2.0 = \$ \_\_\_\_\_  
(Vendor Total Evaluated Price for Group C) x 0.2 = \$ \_\_\_\_\_  
(Vendor Total Evaluated Price for Group D) x 0.1 = \$ \_\_\_\_\_  
(Vendor Total Evaluated Price for Group E) x 0.7 = \$ \_\_\_\_\_  
(Vendor Total Evaluated Price for Group F) x 0.3 = \$ \_\_\_\_\_  
(Vendor Total Evaluated Price for Group G) x 0.3 = \$ \_\_\_\_\_  
(Vendor Total Evaluated Price for Group H) x 0.1 = \$ \_\_\_\_\_

Total Evaluated Price for Groups A thru H: \$ \_\_\_\_\_

**The above evaluation model is provided for informational purposes only. Vendors are to complete the group pricing entries currently established within the bid document.**

If any vendor fails to bid on all items in Groups A thru H, its bid for Groups A thru H shall be declared non-responsive. Vendors do not have to bid group I to be considered for award under Groups A thru H as a whole. While the award will be made to multiple vendors to assure availability, the vendor having the lowest evaluated price as a whole for Groups A thru H will be given the first opportunity to perform under the terms and conditions for Groups A thru H of the contract.

**2. For Group I:** Group I will awarded three (3) responsive, responsible vendors whose bids offer the lowest total evaluated price for Group I. Vendors do not have to bid groups A thru H as a whole to be considered for award under Group I. While the award will be made to multiple vendors to assure availability, the vendor having the lowest evaluated prices for Group I will be given the first opportunity to perform under the terms and conditions for Groups I of the contract.

**3.** Award for Groups A thru H as a whole, and for Group I individually, is also predicated upon receipt and evaluation of the qualification submittal documentation referenced below, and any demonstration of competency proceedings as detailed in bid provision 2.24.

Bids will be considered only from firms meeting the requirements listed below; and that have sufficient financial support, equipment, and organization to insure that they can successfully execute the services (particularly in regards to the vehicle usage estimates set forth in provision 2.16 of the bid document) if awarded a contract under the terms and conditions herein stated. Therefore, the bidder shall submit documentation supporting compliance with the following requirements as part of its initial bid:

- a. The bidding entity is fully licensed to perform the work herein
- b. The bidding entity has provided the full range and scope of services specified in the solicitation for at least the past three years
- c. The bidding entity has provided three letters of reference confirming successful

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- d. performance of work of a similar nature and scope by the bidding entity during the past three years

**2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of contract.

**2.8, 2.9, 2.10 INTENTIONALLY OMITTED**

**2.11 INDEMNIFICATION AND INSURANCE - (7) - LEASING AUTOMOBILES  
(CONTRACT-SPECIFIC EXCEPTION INCLUDED)**

**2.11.1 GENERAL PROVISIONS:**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and Contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Automobile Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide,

published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Notwithstanding the above, if the policy has a deductible or self-insured retention, the following provisions apply:

1. Bidder/Vendor must meet the requirements of the Florida Financial Responsibility Law. A Certificate of insurance showing limits of \$10,000 per person, \$20,000 per accident for bodily injury and \$10,000 for property damage (or \$30,000 combined single limit) must be furnished.

2. If the Bidder/Vendor has a larger deductible or self-insured retention than the Florida Financial Responsibility Law (in addition to the certificate required in #1), the financial stability and ability to pay claims must be demonstrated as follows:

In an amount not less than the difference between the State-approved self-insurance certificate and the beginning threshold of the approved auto liability insurance policy, the bidder/vendor must submit one of the following:

- a. Irrevocable Letter of Credit
- b. Surety Bond (Bond Form Attached)
- c. Cash Deposit

If a claim is paid utilizing one of the above, the limit must be fully reinstated and kept in force throughout the term of the agreement.

**NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

#### **2.11.2 CONTRACT-SPECIFIC EVIDENCE OF INSURANCE REQUIREMENTS:**

Bidders are to provide documentation with their initial bid that provides clear evidence and confirmation that the bidder has secured, or can immediately secure upon notice of award, insurance that complies with the requirements expressed above. This

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documentation can consist of a finalized certificate of insurance to include all administrative requirements expressed above; a sample certificate of insurance showing compliance with, and availability of, all specific insurance coverages specified above; or a letter from an insurance provider indicating that said provider will provide the requisite coverage on behalf of the bidder upon notice that such coverage is required by form of a contract award notice by the County to the bidder. Failure by a bidder to provide such documentation with the initial bid may render that bid non-responsive, and ineligible for award.

### **2.11.3 CONTRACT SPECIFIC EXCEPTION:**

Rental vehicles provided under this contract utilized by the Miami-Dade Department Police Department (MDPD) are used to supplement the existing departmental fleet when conducting covert operations, including surveillance. The MDPD has an established policy against the utilization of non-emergency equipped vehicles on a chase or pursuit. Therefore, it is not the intention of MDPD to use the rental vehicles for chase or pursuit. Chase is defined as an active attempt by an officer to apprehend a suspect fleeing in a motor vehicle. The term pursuit will be considered synonymous with chase. It is also not the intention of MDPD to use the rental vehicles for roadblock activity, assignment on the scene of a civil disturbance, and apprehension or transport of subjects under arrest.

Therefore, as an exception to provision 2.11.1 of this contract, in the unexpected event of damages or loss arising from the use of a rental vehicle for a chase or pursuit, roadblock activity, assignment at the scene of a civil disturbance, apprehension or transport of a subject under arrest, the County agrees to assume liability and hold the awarded vendor harmless, subject to the limitations and maximum dollar limits established by Florida statute 768.28. This maximum limitation is inclusive of all damages, costs, and attorney's fees. Any claims for physical damage to rental vehicles under these circumstances must be submitted in writing to the County within 10 calendar days from the return of the vehicle (s). The County will have the first right to inspect and obtain an independent appraisal of the damaged vehicle. The Vendor may repair any and all vehicles at its authorized repair facility. Vendor may elect to deem the vehicle unrepairable pursuant to criteria that is mutually acceptable and agreed to by both parties.

The County shall not be responsible for any physical damage claims submitted after the required ten (10) calendar days. As stated in provision 3.5 of this solicitation/contract, the County will not be liable for normal wear and tear or depreciation of the vehicle (s) rented under this contract.

### **2.11.4 CONTRACT SPECIFIC CLAIM HISTORY:**

Provision 3.5 of this Invitation to Bid, and the contract specific exception cited immediately above, detail the risks and responsibilities assigned to the County and the vendor under the performance period of this contract. The following information is provided to enable prospective bidders to consider the actual damage incidents that have

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occurred during certain periods of previous contract performance. The periods shown reflect the most current readily available data. **This information in no way or manner establishes any additional or supplemental limitation to the County's liability under ITB/ Contract provisions 2.11 and 3.5, or in any way modifies or supplements those provisions.**

Number of claims for the period January 2003 thru July 2003:

Comprehensive: 17

Collision: 16

Summary dollar value of losses associated with the above claims\*:

Loss reserve: \$26,000

Loss paid: \$15,106.38

Incurred loss: \$41,106.38

Expenses: \$325.00

\* The summary loss dollar values stated above are from a report provided by the current incumbent's insurer. The values are provided for basic information only. The County makes no representation or guarantee in regards to the accuracy of the data, or the degree to which this data predicts actual damages that may occur during the term of the contract to be awarded under this solicitation. Also, the summary loss dollar volumes listed above may include incidents that now fall under the contract exception described under provision 2.11.3 above

**2.12, 2.13 INTENTIONALLY OMITTED**

**2.14 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR RENTAL SERVICES RENDERED**

The County shall provide periodic payments for rental services rendered by the successful bidder. In order for the County to provide payment, the bidder shall submit a fully documented invoice to the Police Department's Fleet Management Bureau by the 10<sup>th</sup> day of the month. This invoice shall list all vehicles rented or leased during the preceding month with the corresponding rental agreement number, vehicle number, fuel card number, and police unit to which the vehicle is assigned.

The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

**2.15 INTENTIONALLY OMITTED**

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**2.16 DELIVERY REQUIREMENTS**

The vendor shall maintain sufficient rolling stock of each vehicle bid under section 4 of this contract to ensure that there will be no wait time upon initial rental/lease of any vehicle under this contract. Vendors are advised that the average total usage of vehicles is roughly 270 vehicles in leased service on any given day.

A replacement vehicle shall be provided within the shortest time possible, not to exceed one (1) hour. When a replacement vehicle is not available the prescribed one hour period, a vehicle upgrade shall be supplied to the County at no additional cost. Awarded bidder shall make provisions for maintenance on a 24 hour minimum notice.

Vendors are further advised that the most current daily usage by category is as follows:

**Compact sedans (Group A):** minimal use

**Mid-size sedans (Group B):** 180 vehicles

**Full size sedans (Group C):** 5 vehicles

**Luxury sedans (Group D):** minimal use

**Pick-up Trucks (Group E):** 62 vehicles

**Sport Utility, Full-size (Group F):** 25 vehicles

**Sport Utility, Mid-size (Group G):** 21 vehicles

**Cargo vans (Group H):** minimal use

**Passenger Van Full-size (15 passenger) (Group I):** generally minimal usage, but up to 40 being required in the summer season (early June thru early September) to support GSA operations

**2.17, 2.18 INTENTIONALLY OMITTED****2.19 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this contract, contact Mr. Barnett Schwartzman at the Department of Procurement Management, (305) 375-1620.

**2.20 INTENTIONALLY OMITTED****2.21 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

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Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

### **Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

### **Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.22 of this contract solicitation and the resulting contract.

## **2.22 LOCAL OFFICE SHALL BE AVAILABLE**

The Bidder shall maintain an office within the geographic boundaries of Dade or Broward Counties, Florida. This office shall be staffed by a competent company

representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

**2.23 MOTOR VEHICLE LICENSE REQUIREMENT:**

Applicable to this bid, per Chapter 320 of the Florida Statutes, "No motor vehicle, foreign or domestic may be sold, leased or offered for sale or lease in this state unless the Manufacturer, Importer or Distributor of such motor vehicle which issues an agreement to a motor vehicle dealer in this state is licensed under SS 320.60-320.70". Bidders submitting proposals in conjunction with this solicitation should furnish a copy of this license with the proposal, however, the bidder may be given the opportunity to submit the affidavit to the County during the bid evaluation period. At such time the bidder shall be given fifteen (15) calendar days to submit the license. Failure to meet this requirement may result in your bid being rejected.

**2.24 DEMONSTRATION OF COMPETENCY:**

The County may conduct a pre-award inspection of the bidder's site and/or hold a pre-award award investigation or hearing to determine if the bidder possesses the abilities, experience, inventory, plant and equipment, technical abilities, organization, delivery and service equipment if required, financial resources or physical and financial investments necessary at the time of the bid opening, to perform the activities proposed in a manner consistent with the best commercial practices in the bidder's industry.

The bidder must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of that industry if they are awarded this solicitation.

## **SECTION 3.0 TECHNICAL SPECIFICATIONS**

### **3.1 VEHICLE SPECIFICATIONS**

The vehicles shall be late models with low mileage, neat and clean in appearance, and in good operating condition, complete with air conditioning, automatic transmission, radio, power brakes and power steering. All vehicles rented or leased hereunder shall be initially provided with a full tank of fuel. There will be no mileage charges, or additional rental charges of any nature except for standard re-fueling charges allowed on any returned rental vehicle. It will be the County's intent to return all vehicles with a full tank of fuel. The County is requesting rental rates for the different classes of vehicles listed in Section 4.0 of this solicitation/contract.

Special conditions: The County may, at the County's expense, have the windows of any vehicle rented tinted. No charge will be levied on the County for the removal of such tinting at any time. Vendors are advised that any police-specific equipment such as portable light flash units that may be used when required in conjunction with an exceptional MDPD mission will be fully mobile in nature. None of this equipment will require any modifications to the vehicles rented under the awarded contract.

### **3.2 MAINTENANCE**

The bidder will provide all maintenance and service to keep said vehicle in a safe and first class operating condition during the course of the rental. The contractor shall stipulate in writing (at the beginning of the rental period) the time periods or mileage intervals the vehicles are due for preventive maintenance should the length of the requested rental indicate same which may be required during the rental period.

The bidder shall state the days of the week and business hours that such maintenance and/or replacement services are available and shall state the name, location and business hours of such locations other than the bidder's premises where such services are available. Maintenance facilities of the contractor shall be inspected by Miami-Dade County prior to bid award for suitability, which, shall be at the sole discretion of the County.

### **3.3 REPLACEMENTS**

When a vehicle is out of service due to mechanical breakdown, repairs, accident, preventive maintenance, or any other reason that is not due to any fault or negligence of Dade County, the Lessor shall furnish a replacement at no additional charge within the timeframe specified in provision 2.17 of this contract. Replacements with down graded size or models will require a reduced rate adjustment to the bid rate of the replacement vehicle. Replacements with an upgraded style or model, when not made at the specific request of the County, will be made at no additional charge.



A pro-rated daily rental charge (1/30 of the monthly charge) shall be deducted from the monthly payments for any vehicle out of service for which no adequate replacement is provided for each day, or portion thereof exceeding 8 hours, no adequate replacement is provided for a vehicle out of service.

If the vehicle is out of service due to damage or disability which, is the fault of Metropolitan Dade County the County shall be responsible for the rental payment for said vehicle for a reasonable length of time, until repairs or other disposition can be made. When the Lessor furnished a replacement vehicle the County shall pay for both vehicles at the contract rate until such repair or disposition of the out of service vehicle is made. The "reasonable length of time" shall be determined by mutual agreement between the Lessor and the County.

Claims invoices must be submitted to Miami-Dade County within (60) sixty-days after the collision or other occurrence being claimed. The invoices must have accompanying proof that the vehicle damage has been repaired. Repair estimates will not be paid.

All rental vehicle exchanges shall be coordinated by the Police Department's Fleet Management Bureau. The vendor may complete operational necessity (emergency) exchanges after regular working hours. Such action shall be followed by immediate notification to the Fleet Management Bureau during the next period of normal business hours.

### 3.4 **RENTAL REQUIREMENTS**

The bidder will furnish Miami-Dade County a statement of procedures, which should be followed by the user of the rental vehicle when they experience mechanical or other problems with the rental vehicle.

The vendor must maintain at least one rental location within Miami Dade County. Initial availability of vehicles for rental or lease shall be performed in accordance with provision 2.17 of this contract.

The bidder shall avoid placing demands on Miami Dade County, which results in lost productive work time for the user of the vehicle. Two specific examples of this precaution are listed below:

- The bidder must provide a minimum notice of 48 hours to the renting agency when they require a rental vehicle to be exchanged for another vehicle.
- The bidder should conduct all of the administrative details with the renting agency when they require a rental vehicle to be exchanged for another vehicle.

The bidder should conduct all of the administrative details with the renting agency rather than with the users of the vehicles. For example, if new license tag decals (or temporary

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license tags) are to be placed on the rental vehicles, such decals will be sent to the renting agency, for forwarding to the users rather than requiring the users to drive to the bidder's place of business.

### 3.5 **PHYSICAL DAMAGE**

The County will not be responsible for physical damage to any rental vehicle in excess of \$500.00 per vehicle per occurrence. In no event shall the County be responsible for more than \$500.00 per vehicle for loss or any other cause, except in the specific exception set forth in provision 2.11 and subject to the limitations in that provision. Furthermore, the County is not responsible for normal wear and tear of the vehicles rented under this bid.

Claims for physical damage on all vehicles must be submitted to GSA/Risk Management Division at 111 N.W. 1st Street, Suite 2340, Miami, Florida, Attn: Claims Supervisor within sixty (60) days of occurrence. The accompanying invoice must contain the rental agreement number, vehicle number, date of occurrence, Police Case # as supplied by the investigating officer or the Miami Dade Police Department/Fleet Management Section, "Standard County Automobile Accident Report" (attached) and evidence that the vehicle has been repaired or destroyed by proof of either 1 or 2 below.

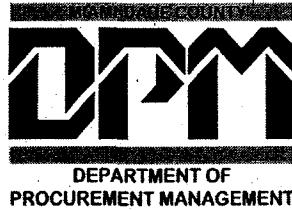
1. Vehicle has been completely destroyed or is being totaled, scrapped or salvaged.
2. Vehicle has been repaired as documented by the paid repair bills. Statements are not acceptable.

Repair estimates will not be paid. Claims submitted more than (60) sixty-days from date of occurrence will not be processed.

### 3.6 **CONFIDENTIALITY**

The vendor shall comply with any and all confidentiality requirements by the County if applicable. The vendor's personnel shall comply with all expressed confidentiality requirements in the same manner. Any failure on the contractor's part to strictly comply with this provision may serve as grounds for initiation of termination for default proceedings hereunder.

DPM, BIDS & CONTRACTS DIV.  
Vendor Assistance Section  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 13th Floor  
Suite 1300  
Miami, Florida 33128-1983



OPENING: 2:00 P.M.  
WEDNESDAY

INVITATION TO BID  
SECTION 4.0  
BID SUBMITTAL FORMS

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM  
BS Bids & Contracts Division

Date Issued:

This Bid Submittal Consists  
of Pages 13 through 20

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**VEHICLE RENTAL SERVICES- EMERGENCY BID E5962-0/04**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: _____	
*****	*****

FIRM NAME: \_\_\_\_\_



**RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY**

**FAILURE TO SIGN PAGE 20 OF SECTION 4.0, BID SUBMITTAL, WILL RENDER  
YOUR BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:**  
**VEHICLE RENTAL SERVICES, EMERGENCY BID**

FIRM NAME: \_\_\_\_\_

**Group A – Compact Sedans (2 and 4 door)**

Description / Direction	Unit Price	Eval Qty.	Ext. Price
Insert unit price and extended price. Check which of the following vehicles will be provided under this line item. (at least two brands of the following vehicles must be available for rental)	1. Per Day (24hr) _____	7 days _____	
	2. Per Week _____	4 weeks _____	
	3. Per month _____	1 month _____	
Total Evaluated Price for Group A: _____			

☐ Chevrolet Cavalier  
☐ Dodge Neon  
☐ Ford Focus  
☐ Honda Civic  
☐ Oldsmobile Alero  
☐ Nissan Sentra

☐ Toyota Corolla  
☐ Pontiac Grand Am  
☐ Mitsubishi Lancer  
☐ Other equivalent (identify on next line  
 \_\_\_\_\_

**Group B – Midsize Sedans (2 and 4 door)**

Description / Direction	Unit Price	Eval. Qty.	Ext. Price
Insert unit price and extended price. Check which of the following vehicles will be provided under this line item. (at least two brands of the following vehicles must be available for rental)	1. Per Day (24hr) _____	7 days _____	
	2. Per Week _____	4 weeks _____	
	3. Per month _____	1 month _____	
Total Evaluated Price for Group B: _____			

☐ Buick Century  
☐ Buick Regal  
☐ Chevrolet Malibu  
☐ Dodge Stratus  
☐ Ford Taurus  
☐ Honda Accord  
☐ Mercury Sable  
☐ Nissan Maxima

☐ Oldsmobile Intrigue  
☐ Toyota Camry  
☐ Toyota Solara  
☐ Other Equivalent (identify on next line  
 \_\_\_\_\_

**BID SUBMITTAL FOR:**  
**VEHICLE RENTAL SERVICES, EMERGENCY BID**

FIRM NAME: \_\_\_\_\_

**Group C - Full-size Sedans**

Description / Direction	Unit Price	Eval. Qty	Ext. Price
Insert unit price and extended price. Check which of the following vehicles will be provided under this line item. (at least two brands of the following vehicles must be available for rental)	1. Per Day (24hr) _____	7 days _____	
	2. Per Week _____	4 weeks _____	
	3. Per month _____	1 month _____	
	Total Evaluated Price for Group C: _____		

☐ Buick LaSabre  
☐ Buick Park Avenue  
☐ Dodge Intrepid  
☐ Ford Crown Victoria  
☐ Mercury Marquis  
☐ Toyota Avalon

☐ Pontiac Bonneville  
☐ Oldsmobile Aurora  
☐ Other equivalent (identify on next line)  
\_\_\_\_\_

**Group D - Luxury Sedans**

Description / Direction	Unit Price	Eval. Qty	Ext. Price
Insert unit price and extended price. Check which of the following vehicles will be provided under this line item. (at least two brands of the following vehicles must be available for rental)	1. Per Day (24hr) _____	7 days _____	
	2. Per Week _____	4 weeks _____	
	3. Per month _____	1 month _____	
	Total Evaluated Price for Group D: _____		

☐ Cadillac Seville  
☐ Cadillac Deville  
☐ Lincoln Towncar  
☐ Lincoln Continental

☐ Chrysler 300M  
☐ Other equivalent (identify on next line)  
\_\_\_\_\_

## BID SUBMITTAL FOR:

## VEHICLE RENTAL SERVICES, EMERGENCY BID

FIRM NAME: \_\_\_\_\_

**Group E - Pickup Trucks ½ Ton Full-size**

Description / Direction	Unit Price	Eval. Qty.	Ext. Price
Insert unit price and extended price. Check which of the following vehicles will be provided under this line item. (at least two brands of the following vehicles must be available for rental)	1. Per Day (24hr) _____	7 days _____	
	2. Per Week _____	4 weeks _____	
	3. Per month _____	1 month _____	
	Total Evaluated Price for Group E: _____		

☐ Chevrolet 1500 HD Crew cab  
☐ Chevrolet 1500 Extra cab  
☐ Chevrolet 1500 Regular cab  
☐ Dodge Ram Quad cab  
☐ Dodge Ram Regular cab

☐ Ford F150 Super Crew cab  
☐ Ford F150 Extra cab  
☐ Ford F150 Regular cab  
☐ Other equivalent (identify on next line)  
\_\_\_\_\_

**Group - F Sport Utility Vehicle Full-size**

Description / Direction	Unit Price	Eval. Qty.	Ext. Price
Insert unit price and extended price. Check which of the following vehicles will be provided under this line item.	1. Per Day (24hr) _____	7 days _____	
	2. Per Week _____	4 weeks _____	
	3. Per month _____	1 month _____	

Total Evaluated Price for Group F: \_\_\_\_\_

☐ Ford Expedition  
☐ Chevrolet Tahoe

☐ Other equivalent (identify on next line)  
\_\_\_\_\_

## BID SUBMITTAL FOR:

## VEHICLE RENTAL SERVICES, EMERGENCY BID

FIRM NAME: \_\_\_\_\_

**Group G - Sport Utility Vehicle Mid-size**

Description / Direction	Unit Price	Eval. Qty.	Ext. Price
Insert unit price and extended price.	1. Per Day (24hr)	7 days	
Check which of the following vehicles will be provided under this line item.	2. Per Week	4 weeks	
	3. Per month	1 month	

Total Evaluated Price for Group G: \_\_\_\_\_

☐ Ford Explorer  
☐ Dodge Durango

☐ Chevrolet Trailblazer  
☐ Other equivalent (identify on the next line)

**Group H - Cargo Van Full-size 1/2 Ton**

Description / Direction	Unit Price	Eval. Qty.	Ext. Price
Insert unit price and extended price.	1. Per Day (24hr)	7 days	
Check which of the following vehicles will be provided under this line item.	2. Per Week	4 weeks	
	3. Per month	1 month	

Total Evaluated Price for Group H: \_\_\_\_\_

☐ Chevrolet Express 1500  
☐ Dodge Ram 1500  
☐ Ford E150

TOTAL EVALUATED PRICE FOR GROUPS A THRU H: \$ \_\_\_\_\_

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**BID SUBMITTAL FOR:**  
**VEHICLE RENTAL SERVICES, EMERGENCY BID**

FIRM NAME: \_\_\_\_\_

**Group I – Passenger Van Full-size (15 Passenger)**

Description / Direction	Unit Price	Eval. Qty.	Ext. Price
Insert unit price and extended price. Check which of the following vehicles will be provided under this line item.	1. Per Day (24hr) _____	7 days _____	
	2. Per Week _____	4 weeks _____	
	3. Per month _____	1 month _____	

Total Evaluated Price for Group I: \_\_\_\_\_

☐ Ford E350  
☐ Chevrolet Express 3500

☐ Dodge Ram 3500

**NOTE TO BIDDERS:** Be certain that you attach the qualifying documentation cited in Section 2.0, Paragraph 2.6 to your initial bid submittal in response to this solicitation. Also be certain that you attach the evidence of insurance documentation described in Section 2, paragraph 2.11, portion entitled "CONTRACT-SPECIFIC EVIDENCE OF INSURANCE REQUIREMENTS".



**BID SUBMITTAL FOR:**  
**VEHICLE RENTAL SERVICES, EMERGENCY BID**  
**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
 CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



## BID SUBMITTAL FORM

Bid Title: VEHICLE RENTAL SERVICES, EMERGENCY BID

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days

(Please see paragraph 1.2 H of General Terms and Conditions)

Signature: \_\_\_\_\_

(Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Failure to sign this page shall render your Bid non-responsive**

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